(1899) 40 App. Div. 220, 57 N. Y. Supp. 1125. In the present case, the producer before publication, by an unrestricted disposal, chose to divest himself of all rights in his production. Consequently a subsequent assignee, whether taking with or without notice, could not interfere with the first assignee's right to the exclusive use of the property. See *Harms v. Stern* (1915, C. C. A. 2d) 229 Fed. 42.

DAMAGES—BREACH OF CONTRACT—REMOTENESS OF LOSS.—The defendant's agent, upon receipt of $502.44 from the plaintiff's agent, promised to telegraph the sum of $500 to Baltimore and there pay that amount to such person as the defendant believed to be the plaintiff without requiring positive evidence of identity, the plaintiff's agent at the time of sending the message signing a waiver of identification. The defendant refused to deliver to the plaintiff at Baltimore without positive identification, whereby the plaintiff, because unable to deposit promptly $500 for certain horses which he had purchased and resold, lost $7,500. *Held,* that the plaintiff could recover only nominal damages. *Taggart v. W. U. Tel. Co.* (1921) 198 App. Div. 366, 190 N. Y. Supp. 450.

If loss of profits resulting from a breach of contract can be measured with reasonable certainty, and if such loss results not too remotely from the breach, damages therefor may be recovered. *Nelson v. Davenport* (1919) 108 Wash. 259, 183 Pac. 132; *Tompkins v. Bridgeport* (1920) 94 Conn. 659, 110 Atl. 183. If a promisor actually knows the kind of benefits his promisee reasonably expects from performance of the contract, and if the benefits anticipated are not inherently speculative, then the loss of those benefits as a result of the promisor's breach is usually held not remote. *Czizek v. W. U. Tel. Co.* (1921, C. C. A. 9th) 272 Fed. 223; *Miles v. Am. Ry. Exp. Co.* (1921, Ark.) 233 S. W. 930; *W. U. Tel. Co. v. Johnson* (1921, Tex.) 226 S. W. 671; *Shurtleff v. Occidental Bldg. & Loan Assoc.* (1921, Neb.) 181 N. W. 374. Conversely, if the benefits are not within the reasonable contemplation of the promisor, the promisee upon breach cannot recover damages for their loss. *Hadley v. Baxendale* (1854) 9 Exch. 341; *Hines v. Denny* (1921) 190 Ky. 416, 227 S. W. 567. And, as the instant case holds, this is true even though the amount of the loss can be measured with certainty. A statement in the body of a telegram, if reasonably clear to the telegraph company, may put the company upon such notice of the kind of benefits expected by the sender, as to justify his recovery of damages arising from their loss in case of failure to transmit and deliver the message properly. *Dettis v. W. U. Tel. Co.* (1919) 141 Minn. 361, 170 N. W. 334. But here, too, if the anticipated benefits are not measurable with reasonable certainty there can be no recovery for their loss. *Harris v. W. U. Tel. Co.* (1918) 136 Ark. 63, 206 S. W. 52. The instant case seems in accord with the best authority.

FORCE MAJEURE—IMPOSSIBILITY OF PERFORMANCE AS A DEFENCE.—A statute imposed a duty on the appellants to pay a penalty for failing to supply electricity to applicants. In a suit by the respondent for the penalty, the appellants set up the defence of *force majeure* which the statute allowed. They proved that performance was prevented by the refusal of their union employees to connect their main with respondent's wiring, which had been installed by a non-union contractor. The trial court found a "grave probability" of a strike which would plunge the whole community into darkness, if the recalcitrant employees were dismissed. *Held,* that this apprehension of danger was not *force majeure. Hackney Borough Council v. Dore* (1921, K. B.) 38 T. L. R. 93.

Recent English cases reveal a tendency of attorneys in drafting contracts to secure elasticity in the clause excusing non-performance by employing the term *"force majeure."* It is admirable for their purpose for as yet the courts are reluctant to give it a definition. Although the term *"force majeure"* is of French